

## Exhibit C

## CAUSE NO. 471-07421-2024

BUNDREN LAW GROUP,	)	IN THE DISTRICT COURT
PLLC,	)	
	)	
PLAINTIFF,	)	
	)	471st JUDICIAL DISTRICT
v.	)	
	)	
ATLANTIC SPECIALTY	)	
INSURANCE COMPANY,	)	COLLIN COUNTY, TEXAS
ONE BEACON	)	
PROFESSIONAL INSURANCE	)	
GROUP, ONE BEACON	)	
PROFESSIONAL	)	
INSURANCE, INC., INTACT	)	
INSURANCE GROUP, USA,	)	
LLC, TGP	)	
COMMUNICATIONS, LLC,	)	
JAMES "JIM" HOFT,	)	
INDIVIDUALLY, AND JOE	)	
HOFT, INDIVIDUALLY.	)	
	)	
	)	
DEFENDANTS.	)	

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**TEMPORARY RESTRAINING ORDER AND ORDER SETTING  
HEARING FOR TEMPORARY INJUNCTION**

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On this day the Court considered Plaintiff, Bundren Law Group, PLLC's application for Temporary Restraining Order, the pleadings, the affidavits, and arguments of counsel, and the Court finds there is evidence that harm is imminent to Plaintiff, Bundren Law Group, PLLC, and if the Court does not issue a

Temporary Restraining Order, Plaintiff, Bundren Law Group, PLLC will be irreparably injured because Plaintiff, Bundren Law Group, PLLC is a party and third-party beneficiary with respect to the insurance contract issued by Defendant's Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC, and there is a substantial likelihood that Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC, will erode and exhaust the limits of liability of Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC, pursuant to the insurance contract, and leave no balance or funds available with respect to the limits of liability pursuant to the insurance contract to pay Plaintiff, Bundren Law Group, PLLC for Plaintiff, Bundren Law Group, PLLC's past due invoices for defense costs in defending Defendants, TGP COMMUNICATIONS, LLC, Jim "James" Hoft, individually and Joe Hoft, individually in the defamation lawsuit.

The Court further finds that Defendants, TGP COMMUNICATIONS, LLC, Jim "James" Hoft, individually and Joe Hoft, individually were sued by Ruby Freeman and Shea Moss for, *inter alia*, defamation, disparagement, personal injury, harm to character or reputation including libel, and slander for publications

allegedly made by Defendants TGP COMMUNICATIONS, LLC, Jim “James” Hoft, individually, and Joe Hoft, individually, and that Plaintiff, Bundren Law Group, PLLC and its attorneys were retained by Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC, and TGP, James “Jim” Hoft, individually, and Joe Hoft, individually to provide legal representation and a defense to TGP, James “Jim” Hoft, individually, and Joe Hoft, individually in defense of the defamation lawsuit, and Plaintiff, Bundren Law Group, PLLC did so. The Court further finds that the defense costs were required to be paid by Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC to Plaintiff, Bundren Law Group, PLLC from the proceeds available pursuant to the insurance contract.

The Court further finds that Plaintiff Bundren Law Group, PLLC submitted invoices to Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC, for legal services and expenses rendered by Plaintiff Bundren Law Group, PLLC for defense of TGP, James “Jim” Hoft, individually, and Joe Hoft, individually in the defamation lawsuit. The Court further finds that Defendants Atlantic Specialty Insurance Company, One Beacon Professional

Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC have failed and refused, and continue to fail and refuse, to pay Plaintiff Bundren Law Group, PLLC for the invoices owed resulting in a balance owed by Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC to Plaintiff Bundren Law Group, PLLC in the amount of \$512,215.50, and that this amount is past due and remains unpaid by Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC.

The Court finds that there is a substantial likelihood that Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC will continue to pay amounts to other persons that will erode and exhaust the limit of liability of the Insurance Policy without payment of past due amounts and invoices owed to Plaintiff Bundren Law Group, PLLC in the amount of \$512,215.50, and if the limit of liability of the Insurance Policy is eroded or exhausted without payment to Plaintiff Bundren Law Group, PLLC in the amount of \$512,215.50 for Plaintiff Bundren Law Group, PLLC's past due invoices in for defense costs in defense of TGP, James "Jim" Hoft, individually, and Joe Hoft, in the defamation lawsuit,

Plaintiff Bundren Law Group, PLLC will be irreparably harmed and injured by the exhaustion and erosion the limit of liability of the Insurance Policy.

The Court further finds that Plaintiff Bundren Law Group, PLLC has given Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC notice of Plaintiff Bundren Law Group, PLLC's claims and damages suffered by Plaintiff Bundren Law Group but Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC have failed and refused, and continue to fail and refuse to honor the insurance contract and the attorney retention contract, and continue to fail and refuse to pay Plaintiff Bundren Law Group, PLLC for the amount of \$512,215.50 for Plaintiff Bundren Law Group, PLLC's past due invoices in for defense costs in defense of TGP, James "Jim" Hoft, individually, and Joe Hoft, individually, in the defamation lawsuit.

An ex parte order, without notice to Defendants, is necessary because there is not enough time to give notice to Defendants, hold a hearing, and issue a restraining order before the irreparable injury, loss, or damage to Plaintiff Bundren Law Group, PLLC would occur because Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional

Insurance, Inc. and Intact Insurance Group, USA LLC have not registered with the Texas Secretary of State, do not have a registered agent for service in the State of Texas, and do not have legal counsel representing Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC in the State of Texas or Collin County, Texas.

NOW, THEREFORE, the Court Orders and commands as follows:

1. Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC and all those others acting in participation or concert with Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC including but not limited to agents, representatives, consultants, and employees are restrained and enjoined from making any payments to any person for any reason under the insurance policy which would reduce, erode, exhaust, or deplete the limits of liability and balance of funds available to pay defense costs to Plaintiff Bundren Law Group, PLLC below \$600,000.

2. The clerk shall issue notice to Defendants Atlantic Specialty Insurance Company, One Beacon Professional Insurance Group, One Beacon Professional Insurance, Inc. and Intact Insurance Group, USA LLC that the hearing on Plaintiff's

application for Temporary Injunction is set for October 22, 2024, at 1:30 pm a.m./p.m. The purpose of the hearing will be to determine whether this Temporary Restraining Order should be made a Temporary Injunction pending a full trial on the merits.

3. The clerk shall issue a writ of injunction upon Plaintiff posting a cash bond in the amount of \$ 1,000.00.

4. Plaintiff shall serve a copy of (1) Plaintiff's Original Petition and Application For Temporary Restraining Order and Temporary Injunction filed in the above referenced case and (2) a copy of this Temporary Restraining Order on all Defendants at all known addresses of any Defendant, and by know email to any Defendant within five (5) business days of the date of this Order.

This Order expires on October 22, 2024.

SIGNED AND ORDERED on October 8, 2024, at 4:51 pm a.m./p.m.

  
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DISTRICT COURT JUDGE OF THE  
471ST JUDICIAL DISTRICT COURT OF  
COLLIN COUNTY, TEXAS



**Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

William Bundren

Bar No. 03343200

charles@bundrenlaw.net

Envelope ID: 92934384

Filing Code Description: Proposed Order

Filing Description: TEMPORARY RESTRAINING ORDER

Status as of 10/8/2024 4:57 PM CST

Associated Case Party: Bundren Law Group PLLC

Name	BarNumber	Email	TimestampSubmitted	Status
William CharlesBundren		charles@bundrenlaw.net	10/8/2024 3:44:05 PM	SENT